## IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	)
	) Case No. 17-22832
Tracy E. Zange,	) Chapter 13
Debtor	) Docket No.
Tracy E. Zange,	)
Movant	)
Vs.	)
Peoples Natural Gas Company, and Ronda	)
Winnecour, Trustee,	)
Respondents	)

## NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED JUNE 20, 2018

- 1. Pursuant to 11 U.S.C. Section 1329, the debtor has filed an Amended Chapter 13 Plan dated May 28, 2019. Pursuant to the Amended Chapter 13 Plan, the debtor seeks to modify the confirmed plan in the following particulars:
  - a. The Trustee will distribute the sum of \$130 per month to Peoples

    Natural Gas Company to pay the ongoing budget payment each month and
    also to pay the post-petition gas bills that have become due and payable
    since the filing of the bankruptcy petition.
- 2. The proposed modification to the confirmed plan will impact the treatment of the claims of the following creditors and in the following particulars:
  - a. Peoples Natural Gas Company will be paid \$130 per month through the Amended Plan for the ongoing budget payment and the post-petition gas bills. No other creditor will be adversely affected by this Amended Plan.

- 3. The debtor submits that the reason for the modification is as follows:
  - a. The debtor was facing the termination of her gas service and she could not possibly afford to pay the post-petition gas bills that had become due and payable to keep her gas from being terminated. The debtor's attorney then contacted the attorney for Peoples Gas Company and they agreed not to terminate the debtor's service as long as this plan was amended to provide for Peoples Gas to receive the sum of \$130 per month.
- 4. The debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The debtor further submits that the proposed modification complies with 11 U.S.C. Section 1322(a), 1322(b), 1325(a), and 1329, and except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the debtor respectfully requests that this Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

Respectfully submitted,

May 28, 2019 DATE /s/ Kenneth Steidl Kenneth Steidl, Esquire Attorney for the Debtor

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Fill in this info	ormation to identi	fy your case:				
Debtor 1	Tracy First Name	E. Middle Name	Zange Last Name		plan, and list	
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		sections of the been change	e plan that have d.
United States Ba	nkruptcy Court for the	e Western District of Pe	ennsylvania		4.3, 5.3, 9.1	
	17-22832					
(if known)	17 22002					
Western	District of F	Pennsylvan	ia			
		Dated: Ma				
Part 1: Not	•					
To Debtors:	indicate that th	e option is appro	priate in your ci	te in some cases, but the presonces. Plans that do no plan control unless otherwise control unle	ot comply with lo	cal rules and judicial
	In the following r	notice to creditors, y	ou must check ead	ch box that applies.		
To Creditors:	YOUR RIGHTS	MAY BE AFFECTE	D BY THIS PLAN	. YOUR CLAIM MAY BE REDUC	CED, MODIFIED, OF	R ELIMINATED.
		this plan carefully a ny wish to consult on		your attorney if you have one in t	his bankruptcy case	. If you do not have a
	ATTORNEY MU THE CONFIRM PLAN WITHOU	IST FILE AN OBJI ATION HEARING, T FURTHER NOTION	ECTION TO CONF UNLESS OTHER CE IF NO OBJECT	YOUR CLAIM OR ANY PROV FIRMATION AT LEAST SEVEN WISE ORDERED BY THE COU TION TO CONFIRMATION IS FIL OOF OF CLAIM IN ORDER TO E	(7) DAYS BEFORE IRT. THE COURT .ED. SEE BANKRU	THE DATE SET FOI MAY CONFIRM THI PTCY RULE 3015. II
	includes each		ems. If the "Incl	. Debtor(s) must check one bouded" box is unchecked or boulan.		
payment				t 3, which may result in a partia ate action will be required to		○ Not Included
		or nonpossessory on will be required		oney security interest, set out in himit)	in _ Included	Not Included
1.3 Nonstanda	rd provisions, se	t out in Part 9			<ul><li>Included</li></ul>	O Not Included
Part 2: Pla	n Payments and	d Length of Plan				
1 Debtor(s) will	make regular pay	ments to the trust	ee:			
Total amount of	of \$_1,460.00	per month for a	a remaining plan to	erm of 60 months shall be pa	aid to the trustee fro	om future earnings as
Payments	By Income Attac	hment Directly by	y Debtor	By Automated Bank Transfe	r	
D#1	\$1,460.0	00	\$0.00	\$0.00		
D#2	\$0.00		\$0.00	\$0.00		
(Income attach	ments must be use	ed by debtors havin	g attachable incom	ne) (SSA direct deposit recipie	nts only)	

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2.2	Additional payments:							
	Unpaid Filing Fees. available funds.	The balance of \$	sha	ll be fully paid by	y the Trustee to	the Clerk o	f the Bankruptcy	y Court from the first
	Check one.							
	None. If "None" is ch	hecked, the rest of So	ection 2.2 need not b	oe completed or	reproduced.			
	The debtor(s) will m amount, and date of			ee from other s	sources, as spe	cified belo	w. Describe the	e source, estimated
2.3 Pa	The total amount to be plus any additional so				y the trustee b	ased on t	he total amoun	t of plan payments
3.1	Maintenance of paymen	nts and cure of defa	ult, if any, on Long	-Term Continui	ng Debts.			
	Check one.							
	None. If "None" is ch	hecked, the rest of Se	ection 3.1 need not b	ne completed or	reproduced.			
The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.				oursed by the tr If relief from th , all payments u	ustee. Any existing le automatic stay is			
	Name of creditor	(	Collateral		Current installm paymen (including		Amount of arrearage (if any)	Start date (MM/YYYY)
	Name of creditor  Rushmore Loan Ser Acct. # ending in 24	rvices	<b>Collateral</b> 3245 Waltham Aven Pittsburgh, PA 15216		installm paymen (including	t	arrearage (if	(MM/YYYY)
	Rushmore Loan Ser	rvices 90	3245 Waltham Aven		installm paymen (including	t g escrow)	arrearage (if any)	(MM/YYYY)
2.2	Rushmore Loan Ser Acct. # ending in 24 Insert additional claims as	rvices 90	3245 Waltham Aven Pittsburgh, PA 15216	6	installm paymen (including \$6	t g escrow) 40.53	### arrearage (if any) ### \$13,047.50	(MM/YYYY)
3.2	Rushmore Loan Ser Acct. # ending in 24 Insert additional claims as Request for valuation o	rvices 90	3245 Waltham Aven Pittsburgh, PA 15216	6	installm paymen (including \$6	t g escrow) 40.53	### arrearage (if any) ### \$13,047.50	(MM/YYYY)
3.2	Rushmore Loan Ser Acct. # ending in 24 Insert additional claims as Request for valuation of Check one.	rvices 90 s needed. f security, payment	3245 Waltham Aven Pittsburgh, PA 15216 of fully secured cla	aims, and modi	installm paymen (including \$6	t g escrow) 40.53	### arrearage (if any) ### \$13,047.50	(MM/YYYY)
3.2	Rushmore Loan Ser Acct. # ending in 24 Insert additional claims as Request for valuation o Check one.  None. If "None" is ch	rvices 90 s needed.  f security, payment hecked, the rest of Se	3245 Waltham Aven Pittsburgh, PA 15216  of fully secured cla	aims, and modifice completed or	installm paymen (including \$6  fication of under	t g escrow) 40.53	arrearage (if any) \$13,047.50	(MM/YYYY)
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3.2	Rushmore Loan Ser Acct. # ending in 24  Insert additional claims as  Request for valuation of the character	rvices 90 s needed.  If security, payment hecked, the rest of So his paragraph will be quest, by filing a sep listed below, the deb . For each listed claim ed claim that exceeds ecured claim is listed	3245 Waltham Aven Pittsburgh, PA 15216  of fully secured cla ection 3.2 need not be e effective only if the parate adversary pro- otor(s) state that the m, the value of the se s the amount of the d below as having n	aims, and modifice completed or the applicable booceeding, that the value of the secured claim will secured claim will secured claim will ovalue, the cre	installm paymen (including \$6  fication of under reproduced.  ox in Part 1 of the the court determine the court determine the paid in full will be treated as additor's allowed of	t g escrow) 40.53  ersecured  is plan is ne the valuate the valuate the valuate the valuate an unsecus an unsecus the valuate that will be	set out in the coat the rate state red claim under treated in its	d claims listed clumn headed ed below.
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Debtor(sCasey1E7z222832-JAD Doc 43 Filed 05/29/19 Entered 05/29/469 11469:5017-4268c Main Page 5 of 11 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment to creditor rate Santander Consumer 2007 Pontiac Vibe \$3.010.79 6% \$274.93 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral **Modified principal** Interest Monthly payment balance\* rate or pro rata \$0.00 0% \$0.00 Insert additional claims as needed. \*If the lien will be wholly avoided, insert \$0 for Modified principal balance.

#### 3.5 Surrender of Collateral.

Check one.

None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Name of creditor Collateral

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#### 3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
Dormont Borough	\$188.34	Sewer	10%	98-S-138	2012
Dormont Borough	\$757.97	Garbage Interest bearing	10%	98-S-138	2014-2016
Dormont Borough	\$288.69	Garbage Non-nterest bearing	0%	98-S-138	2014-2016
Dormont Borough	\$96.00	Storm water Interest bearing	10%	98-S-138	2017
Dormont Borough	\$10.86	Storm water Non-interest bearing	0%	98-S-138 	2017

Insert additional claims as needed.

Part 4:

#### **Treatment of Fees and Priority Claims**

#### 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

#### 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

#### 4.3 Attorney's fees.

Attorney's fees are payable to Steidl and Steinberg.	In addition to a retainer of \$\frac{1,110.00}{} (of w	vhich \$ <u>310.00</u> was a
payment to reimburse costs advanced and/or a no-look costs deposit	c) already paid by or on behalf of the debtor, the a	amount of \$ <u>3,330.00</u> is
to be paid at the rate of \$200.00 per month. Including any retain	ner paid, a total of \$ in fees and costs	s reimbursement has been
approved by the court to date, based on a combination of the n	o-look fee and costs deposit and previously a	pproved application(s) for
compensation above the no-look fee. An additional \$ w	vill be sought through a fee application to be filed	l and approved before any
additional amount will be paid through the plan, and this plan contain	ns sufficient funding to pay that additional amou	nt, without diminishing the
amounts required to be paid under this plan to holders of allowed unse	ecured claims.	

# Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

#### 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

<sup>\*</sup> The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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4.5	Priority	/ Domestic	Support	<b>Obligations</b>	not assigned	l or owed	to a	governmental unit.
-----	----------	------------	---------	--------------------	--------------	-----------	------	--------------------

	If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.					
	Check here if this payment is for prepetition ar					
	Name of creditor (specify the actual payee, e.g. I SCDU)	PA <b>Description</b>		Claim	Monthly payment or pro rata	
				\$0.00	\$0.00	
	Insert additional claims as needed.					
1.6	Domestic Support Obligations assigned or owe Check one.	ed to a governmental (	unit and paid less tha	n full amount.		
	None. If "None" is checked, the rest of Section	on 4.6 need not be com	pleted or reproduced.			
The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is ow governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requipayments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4).						
	Name of creditor		Amount of claim to	be paid		
				\$0.00		
	Insert additional claims as needed.					
4.7	Priority unsecured tax claims paid in full.					
	Name of taxing authority	otal amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods	
		\$0.00		0%		
	Insert additional claims as needed.					

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**Treatment of Nonpriority Unsecured Claims** 

5.1	Nonpriority unsecured claims not separately classified.			
	Debtor(s) <b>ESTIMATE(S)</b> that a total of \$11,154.61 will be available for distribution to nonpriority unsecured creditors.			
	Debtor(s) <b>ACKNOWLEDGE(S)</b> that a <b>MINIMUM</b> of \$ shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).			
	The total pool of funds estimated above is <b>NOT</b> the <b>MAXIMUM</b> amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is 100%. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan are included in this class.			
5.2	Maintenance of payments and cure of any default on nonpriority unsecured claims.			
	Check one.			
	None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced.			

amount will be paid in full as specified below as Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
	\$0.00	\$0.00	\$0.00	

The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage

Insert additional claims as needed.

#### 5.3 Postpetition utility monthly payments.

The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

Name of creditor	Monthly payment	Postpetition account number
Peoples Gas Co.	\$130.00	

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neck one.  None. If "None" is checke					
None If "None" is checke					
1 Marior II Mario la alleana	ed, the rest of Section 5.4 need not be	completed or repro	oduced.		
The allowed nonpriority ur	nsecured claims listed below are separa	ately classified and	d will be treated as follo	ows:	
ame of creditor	Basis for separate cla treatment	ssification and	Amount of arrearag	rate pa	timated total yments trustee
			\$0.00	0%	\$0.00
sert additional claims as nee	ded.				
Executory Contrac	cts and Unexpired Leases				
nd unexpired leases are rejueck one.  None. If "None" is checked	ed, the rest of Section 6.1 need not be o	completed or repro	oduced.		
trustee.					
ame of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated total payments by trustee	al Payment beginning date (MM/ YYYY)
		\$0.00	\$0.00	\$0.00	
sert additional claims as nee	ded.				
Vesting of Propert	y of the Estate				
	Executory Contracts and unexpired leases are rejuted to the contract of the co	treatment  Executory Contracts and Unexpired Leases  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts and unexpired leases listed below are and unexpired leases are rejected.  The executory contracts are rejected	treatment  Sert additional claims as needed.  Executory Contracts and Unexpired Leases  The executory contracts and unexpired leases listed below are assumed and will add unexpired leases are rejected.  The executory contracts and unexpired leases listed below are assumed and will add unexpired leases are rejected.  The executory contract is checked, the rest of Section 6.1 need not be completed or report trustee.  The executory contract installment payments will be disbursed by the trustee.  The executory contract installment payment installment payment.	sert additional claims as needed.  Executory Contracts and Unexpired Leases  Re executory contracts and unexpired leases listed below are assumed and will be treated as specific dunexpired leases are rejected.  Reck one.  None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.  Assumed items. Current installment payments will be disbursed by the trustee. Arrearage pay trustee.  The payment of creditor arrearage to be paid  \$0.00 \$0.00	treatment to be paid rate paby  \$0.00 0%  Sert additional claims as needed.  Executory Contracts and Unexpired Leases  The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts are rejected.  The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory cone.  None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.  Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be trustee.  The executory contract installment payments will be disbursed by the trustee. Arrearage payments by trustee.  Solution of leased property or current installment payment payment payment payments by trustee.  \$0.00 \$0.00 \$0.00 \$0.00

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

### Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

**None.** If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

The post-petition claim of Peoples Natural Gas Co. listed in part 5.3 of the Plan is a priority, administrative claim.

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Part 10: Signatures

#### 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X	X		
Signature of Debtor 1	Signature of Debtor 2		
Executed on	Executed on		
MM/DD/YYYY	MM/DD/YYYY		
X/s/ Kenneth Steidl	DateMay 28, 2019		
Signature of debtor(s)' attorney	MM/DD/YYYY		

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